

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
WAYCROSS DIVISION**

| | | |
|-----------------------|---|--------------------|
| SHELBY PARDEN, |) | |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | 5:21-cv-076 |
| |) | |
| SARPJ, LLC, |) | |
| |) | |
| Defendant. |) | |

ORDER

This matter is before the Court on the Parties' Joint Motion For Court Approval of FLSA Settlement And Release Agreement. For the reasons herein, the Joint Motion is **GRANTED**.

In her Complaint and Demand for Jury Trial ("Complaint"), Plaintiff alleges claims against the Defendant for unpaid wages and mileage reimbursement pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, ("FLSA"). The Parties have informed the Court that they have reached a settlement of this claim. Pursuant to *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1352-53 (11th Cir. 1982), however, the Court is required to review the Parties' settlement agreement.

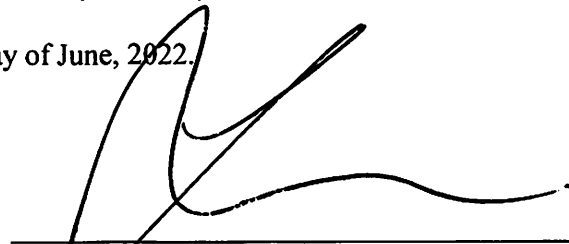
In conducting this review, a district court must "scrutiniz[e] the settlement for fairness," and determine whether the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Id.* at 352-53. A settlement entered into in an adversarial context where both sides are represented by counsel throughout the litigation "is more likely to reflect a reasonable compromise of disputed issues." *Id.* The district court may approve the settlement in order to promote the policy of encouraging settlement of litigation. *Id.* at 1354.

Here, the Parties acknowledge there is a *bona fide* dispute regarding Plaintiff's claims.

However, the Parties represent that they have been able to reach a settlement agreement with respect to these claims, and Plaintiff acknowledges that the amounts that are to be paid to her under the settlement agreement fairly compensate her for alleged unpaid wages, mileage reimbursements, and liquidated damages claimed to be owed to her by the Defendant, as well as for her attorneys' fees incurred in connection with their claims. In exchange for these payments, Plaintiff has agreed to a release of FLSA and wage and hour claims against the Defendant and to dismiss her Complaint and this civil action in its entirety with prejudice.

The Court has reviewed the settlement agreement executed by the Parties as filed with the Court in the public record. Additionally, the Court held a hearing to consider the agreement. The Court finds that the compromise reached is a fair and reasonable resolution of the dispute. Therefore, it is **ORDERED AND ADJUDGED** that the parties' Joint Motion to Approve Settlement Agreement and Dismiss Claims is **GRANTED**, that the Court **APPROVES** the settlement agreement between the Parties, and **ORDERS** that Plaintiff's Complaint and this civil action in its entirety is hereby **DISMISSED WITH PREJUDICE**.

SO ORDERED this 21 day of June, 2022.



HON. LISA GODBEY WOOD, JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA